



# *STATE OF MISSISSIPPI*

## **PROPOSAL FORMAT AND GUIDELINES**

### **INCONTINENCE CARE PRODUCTS**

DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT  
701 WOOLFOLK BUILDING, SUITE A  
501 NORTH WEST STREET  
JACKSON, MISSISSIPPI 39201

**STATE OF MISSISSIPPI**  
**PROPOSAL FORMAT AND GUIDELINES**  
**INCONTINENCE CARE PRODUCTS**

Effective  
Date: 10/12/98

Revised  
Date: 10/22/14

Vendors interested in entering into or renewing a nonexclusive, negotiated contract for Incontinence Care Products with the State of Mississippi **must submit a proposal electronically through the State of Mississippi e-procurement system which must include all information requested in this Proposal Format and Guidelines. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi. All required documents must be attached as separate documents. It is the responsibility of the Manufacturer/Distributor to verify that all of the requirements for submitting the proposal have been fulfilled.**

**I. Vendor Registration/Proposal Submission**

**Please note: It shall be the responsibility of each manufacturer to ensure that your profile is current in our e-procurement system. Current information such as e-mail addresses, contact person(s), phone number(s), etc., must be updated whenever there are any deletions to your profile. The website to update your profile or register as a vendor with the State of Mississippi is: <http://www.mmrs.state.ms.us/vendors/index.shtml>. If you currently have a State Contract for Incontinence Care Products and you are unsure of your supplier number, contact Regina L. Irvin at [Regina.Irvin@dfa.ms.gov](mailto:Regina.Irvin@dfa.ms.gov). Also it shall be the responsibility of the manufacturer to ensure that all dealers that are listed on your dealers' list are registered with their current information. If a dealer is not registered, they will not be listed in the State's on-line ordering and will not receive any orders from State Agencies.**

**For online learning instructions on submitting your Proposal electronically, select "Supplier Training" from the link listed above. Select the LOG820 Supplier Self-Service Course link and then "Launch Course."**

**II. Proposal Letter**

Submit a signed letter **electronically in the State of Mississippi e-procurement system with the proposal** from an authorized representative of the company indicating the firm's interest in entering into or renewing a state contract for the items being proposed. This letter should include company name, location address, mailing address, telephone number, fax number, email address, website address, (if applicable) and name of authorized representative submitting proposal. By signing this letter, the vendor is certifying that neither the vendor nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

**III. Internal Catalog Pricing Spreadsheet and Product Information**

**Vendors are required to complete the attached internal catalog pricing spreadsheet in its entirety.** The only items that will be included on the Incontinence Care Products Internal Catalog Pricing Spreadsheet are briefs, diapers, guards, pads and liners, underpads/drypads, wipes, cleansers, moisturizers, skin protectants and odor eliminators.

If your company is listed on a GSA contract, a copy of your current price list must be submitted **as an attachment**. Discounts shall be competitive when compared to prices and discounts received by the GSA, other state governments, and large volume commercial customers.

In addition to the Internal Catalog Pricing Spreadsheet, attach product literature for all items/commodities being proposed on contract.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on a manufacturer's contract. When requested, those manufacturers that do not have a dealers' list should be prepared to submit a quote.

IV. American Recovery and Reinvestment Act Form (ARRA Form)

**Sign and return the *attached* American Recovery and Reinvestment Act Form. (If you have already signed and returned this form to our office, please disregard this request or check on OPTFM's website at <http://www.dfa.state.ms.us/Purchasing/ARRA.html> for your ARRA Form.)**

V. Length of Price Guarantee

Pricing shall be firm for a 12-month period. Price increases are not allowed during the term of the contract.

VI. Transportation Terms

Transportation terms shall be F.O.B. Destination, freight prepaid by the vendor.

VII. Payment Terms and Invoices

List applicable payment terms. MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

VIII. Distribution

The Office of Purchasing, Travel and Fleet Management prefers to have these contracts established with the manufacturer with all authorized distributors being listed. **Provide a distributors' list using the attached Excel spreadsheet.** Manufacturers should put a "MV", for Minority Vendor, in the appropriate column on the spreadsheet for authorized distributors who qualify.

It is the manufacturer's responsibility to keep this list updated during the contract period. **Dealers/Distributors must be registered in the State's e-procurement system.** We will not enter into more than one contract for any single brand.

**An authorized dealer/sales representative may enter into or renew a contract on behalf of the manufacturer by submitting a letter from the Manufacturer authorizing them to do so. This letter must be on the Manufacturer's official stationery, signed by the Manufacturer's appropriate personnel or his/her designee stating that the authorized dealer/sales representative has permission to enter into a contract with the State of Mississippi on behalf of the Manufacturer. The letter should include the name of the authorized representative, location address, mailing address, telephone number, toll free number (if applicable), fax number and e-mail address.**

Minority Vendor Status - **Manufacturers should indicate if they are a Minority Vendor in the State of Mississippi e-Procurement System.** Minority vendor means a business concern that (1) is at least 51%

minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

IX. Purchase Summary

**A purchase summary is required for contract renewals only. Complete the attached excel spreadsheet for the current contract period starting *March 1, 2014*. This purchase summary must be attached with the proposal in the State of Mississippi e-procurement system before renewal of this agreement can be considered.**

**Please Note: Because of the expense associated with the maintenance of this type of contract, it has been determined that a lack of sales activity under the agreement will be cause for rejection of a contract renewal request. Renewal requests will be denied for purchase summaries which indicate a purchase volume of less than \$25,000 for two consecutive years. In this instance you will be denied a new contract for a period of two years.**

X. Award/Renewal of Contract

New contracts will be awarded or current contracts renewed to all manufacturers that submit proposals **electronically in the State of Mississippi e-procurement system** that are in compliance with this format and are proposing competitive prices. Any requested information not submitted **may be cause for the proposal request to be denied.**

**If you currently have a State Contract and your renewal information is not received by the required submission date, the contract will expire and you will be denied a new contract for a period of two years.**

XI. E-Verify Compliance

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## XII. Addendum Period: Additions/Deletions

Vendors wishing to make additions/deletions to their contract during the contract period should be aware of the following policies of this office:

- A. Additions/deletions will be allowed only once during a contract period. Price increases are not allowed during the addendum period.
- B. Additions/deletions must be submitted during the addendum period which is July 1 through July 15 for deletions to be effective September 1.
- C. When requesting additions/deletions the vendor shall **attach a letter electronically (email to the person listed on this proposal) requesting the additions/deletions. A list of all items being proposed for addition/deletion should be included.** The vendor shall submit all required documents as listed in this Proposal Format for any new items. Product literature shall also be submitted with the request.
- D. **When a distributor is being added to the original distributors' list, the new distributors' list shall be submitted electronically (email) using the attached Excel spreadsheet format. The new distributors' list shall have a complete name, address, contact person, phone number, fax number and email address. The distributor must be registered in the e-Procurement System prior to submitting a request to add the distributor.**

## XIII. Proposal Deadline

The contracts Incontinence Care Products are effective March 1 through the last day of February; therefore, proposals for contracts must be submitted **electronically in the State of Mississippi e-procurement system** between **January 1 and January 15, 2015**. Any proposal received after these dates will not be considered.

If you have any questions concerning this Proposal Format and Guidelines, please contact:

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